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STATE AUDITORS OFFICE

**BEFORE THE COMMISSIONER OF SECURITIES AND INSURANCE
MONTANA STATE AUDITOR**

IN THE MATTER OF:)	
)	CASE NO. INS-2015-348
HCC LIFE INSURANCE COMPANY;)	
HCC MEDICAL INSURANCE)	CONSENT AGREEMENT AND
SERVICES, LLC; STARR INDEMNITY)	FINAL ORDER RE:
& LIABILITY COMPANY; USHEALTH)	DANIELLE BRETTI
GROUP; NATIONAL FOUNDATION)	
LIFE INSURANCE COMPANY;)	
COVERAGE ONE INSURANCE)	
GROUP, LLC; DAVID H. ETTINGER;)	
BETH ETTINGER; KARL BECKER;)	
HEALTH BENEFITS ONE, LCC;)	
MATTHEW E. SPIEWAK; DANIELLE)	
BRETTI; QUICK QUOTE US LLC;)	
MICHAEL S. HILF; TERRY M.)	
ALVARADO; MICHAEL K.)	
BORCHERS; PEDRO J. COLON;)	
TERESA M. NEWMAN; JORGE)	
SAAVEDRA; SAMATHA M.)	
SCHEIBNER; MICHAEL C. TOBIAS;)	
WESTERN HERITAGE INSURANCE)	
MARKETING GROUP; and LISA D.)	
GONZALES;)	
)	
Respondents.)	

This Consent Agreement (Agreement) is entered into by the Office of the Montana State Auditor, Commissioner of Securities and Insurance (CSI), acting pursuant to the authority of the Montana Insurance Code, Mont. Code Ann. § 33-1-101 et seq. (Code), and Danielle Bretti (Respondent). The Final Order (Order) is issued by the authority of the Commissioner of Securities and Insurance, Montana State Auditor (Commissioner).

RECITALS

WHEREAS, the CSI alleged in the Notice of Proposed Agency Action and Opportunity for Hearing (NOPAA) in this matter that Respondent did not fully explain all material terms of short term medical insurance policies to some insureds;

WHEREAS, the CSI alleged in the NOPAA in this matter that Respondent sold insurance policies from HCC Life Insurance Company, Starr Indemnity Insurance Company, and National Foundation Life Insurance Company without being properly appointed by those insurers;

WHEREAS, Respondent alleges that she did not operate any type of call center, and was the only salesperson who spoke to insureds regarding their insurance policies sold by Respondent;

WHEREAS, the CSI and Respondent agree that the best interests of the parties and the public would be served by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings contained in this Agreement, the CSI and Respondent agree to settle this matter pursuant to the following terms and conditions:

STIPULATIONS AND CONSENTS

- I. Respondent stipulates and consents to the following:

A. Respondent neither admits nor denies the allegations contained in the NOPAA;

B. Pursuant to MCA § 33-1-1102, Respondent agrees to pay \$5,000.00 to the claim administrator Dahl Administration, LLC, (Dahl) as part of a fund for to the benefit of Montana insureds who purchased short-term medical insurance from various insurance carriers. The claim and validation process shall be set by the CSI, and processed by Dahl. This payment shall be made by check payable to "Health Insurance Innovations Restitution Fund" within 10 business days of the execution of this Agreement and sent to:

Dahl Administration, LLC
Attn: Jeff Houdek
6465 Wayzata Blvd., Ste. 420
Minneapolis, MN 55426

Proof of the payment shall be sent to:

Montana State Auditor's Office
c/o Lisa Monroe
840 Helena Ave.
Helena, MT 59601
lmonroe@mt.gov

C. Respondent agrees that she will obtain not less than 2 hours of supplemental continuing education credit, consisting of one class in the area of ethics. Respondent agrees to provide proof of completion of these additional 2 credits within 180 days of the effective date of this agreement. These 2 credits shall be in addition to any continuing education requirements contained in Mont. Code Ann. § 33-17-1203.

D. Respondent agrees to not commit any violations of the Code. Specifically, Respondent agrees that she will ensure that she is properly appointed by any insurers before selling any of their insurance products. Respondent further agrees that she will

not make any material misrepresentations or omissions while selling insurance policies to insureds.

E. Respondent fully and forever releases and discharges the Commissioner, the CSI, and all of the CSI's employees and agents from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of this action.

F. Respondent specifically and affirmatively waives her right to a contested case hearing and all rights to appeal under the Montana Administrative Procedure Act, Mont. Code Ann. § 2-4-101 et seq., and elects to resolve this matter with this Agreement.

G. Respondent acknowledges that she was advised of the right to be represented by legal counsel and if represented by legal counsel, that such legal representation was satisfactory.

H. Respondent acknowledges that she enters into this Agreement voluntarily and without reservation.

II. All parties to this Agreement stipulate and consent as follows:

A. The Commissioner and the CSI have jurisdiction over the subject matter of this matter.

B. This Agreement is entered without adjudication of any issue of law or fact. This Agreement covers only the factual allegations addressed in the NOPAA. It is entered into solely for the purpose of resolving the CSI's allegations and is not intended to be used for any other purpose. For any person or entity not a party to this Agreement, this Agreement does not limit or create any private rights or remedies against

Respondents, limit or create liability of Respondents, or limit or create defenses of Respondents to any claims.

C. The applicable statute of limitations is tolled for two years from the date of execution of this Agreement with regard to the allegations in the Recitals. In the event Respondents violate the terms of this Agreement at any time within two years of the effective date of this Agreement, the CSI reserves the right to seek any additional administrative penalties or further regulatory action.

D. This Agreement constitutes the entire agreement between the parties and no other promises or agreements, either express or implied, have been made by the CSI or by any member, officer, agent, or representative of the CSI to induce Respondents to enter into this Agreement.

E. This Agreement may not be modified orally, and any subsequent modifications to this Agreement must be mutually agreed upon in writing, with the same formality as this Agreement, to be effective.

F. This Agreement shall be incorporated into and made a part of the attached Final Order issued by the Commissioner.

G. This Agreement shall be effective upon signing of the Final Order.

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H. The Agreement is a public record under Montana law and, as such, may not be sealed or otherwise withheld from the public.

DATED this ____ day of _____, 2018.

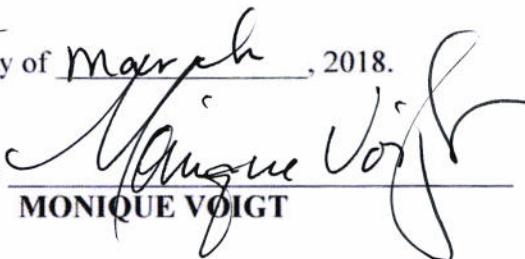
**OFFICE OF THE MONTANA STATE
AUDITOR, COMMISSIONER OF
SECURITIES AND INSURANCE**

By: _____
MICHAEL A. KAKUK
BENJAMIN TILLER
Attorneys for the CSI

DATED this 7th day of MARCH, 2018.

By: 
DANIELLE BRETTI

APPROVED AS TO FORM on this 9th day of MARCH, 2018.

By: 
MONIQUE VOIGT

FINAL ORDER RE:

DANIELLE BRETTI

Pursuant to the authority vested by Mont. Code Ann. §§ 2-4-603 and 33-1-101 et seq.,
and upon review of the foregoing Consent Agreement, and good cause appearing,

IT IS HEREBY ORDERED that the foregoing Consent Agreement between the CSI and
Respondent Danielle Bretti is adopted as if set forth fully herein.

DATED this 22 day of March, 2018.

By: Nancy Butler
NANCY BUTLER
Deputy Montana State Auditor,
Commissioner of Securities and Insurance